



**RULES & REGULATIONS
for WATER SERVICE**

Revision 10.22.24

Table of Contents

Section 1: General System Rules and Regulations	3
1.1 Administrative Regulations	3
1.2 Definitions	3
1.3 Authority; Non-Liability	4
1.4 Supply of Water	5
1.5 Matters Outside Current Rules and Regulations	6
Section 2: Water Service and Application Requirements	7
2.1 Application for Water Service	7
2.2 Application for Service Connection	7
2.3 Installation and Maintenance of Service Line by the Responsible Parties	8
Section 3: Service Restrictions and Termination	10
3.1 Restricting Use of Water	10
3.2 Discontinuance of Water	10
Section 4: Meters and Billing (Payment of Bills)	12
4.1 Meters	12
4.2 Meter Reading and Billing	13
Section 5: Fire Services and Other Special Uses	15
5.1 Fire Services	15
5.2 Backflow Prevention and Cross Connections	17
Section 6: Extension of Water Mains	19
6.1 Main Extension Requirements	19
Section 7: Miscellaneous	20
7.1 Violations and Penalties	20
7.2 Waiver	20
7.3 Lead Materials Prohibited in the Repair or Construction of Plumbing Systems	20
7.4 Determination of Responsibility for Leaks	20
7.5 Liens	20
7.6 Equivalent Dwelling Units (EDU's)	21

Appendices

Appendix A: Schedule A – Schedule of Water Rates and Fees

Appendix B: Developer Policy Manual

Appendix C: Drought Contingency Plan

Appendix D: Cross Connection Plan

Section 1: General System Rules and Regulations

1.1 Administrative Regulations

1.1.1 Primary Designation:

- 1.1.1.1 The following rules, regulations and rates are hereby established to govern the management and operation of the water supply and distribution system (the “Water System”) owned by the North Penn Water Authority (the “Authority”). These rules, regulations and rates shall hereafter form a part of every contract for water service supplied by the Authority and every person taking water service agrees to be bound thereby.

1.1.2 Enforcement:

- 1.1.2.1 These Rules and Regulations shall become effective on and after January 1, 2025 to all Consumers then and thereafter connected to the Authority Water System. All prior Authority rules, regulations, and resolutions not consistent with these Rules and Regulations are hereby repealed, provided, however, that all rights accrued and monies due to the Authority under any such rules, regulations, and resolutions are preserved to the Authority.

1.1.3 Modifying Rates, Rules and Regulations:

- 1.1.3.1 A Schedule of Fees shall be adopted, on an annual basis, by Resolution of the Authority, which shall establish the rates charged for water service and water usage and shall establish the fees charged for each service provided by the Authority. Refer to Schedule A for Schedule of Fees most recently adopted.
- 1.1.3.2 The Authority reserves the right to amend by resolution such revisions to these rates, rules and regulations deemed necessary by it from time to time for the proper operation of its Water System. The rates, rules and regulations shall be made available for inspection at the principal office of the Authority.

1.2 Definitions

- 1.2.1 Authority: Shall mean the North Penn Water Authority.
- 1.2.2 Water System: The plants, structures and other real and personal property acquired, constructed or operated or to be acquired, constructed or operated by the Authority, including reservoirs, basins, dams, canals, aqueducts, standpipes, conduits, pipelines, Mains, pump stations, water distribution systems, waterworks or sources of water supply, wells, purification or filtration plants or other plants and other real property, and rights therein, and appurtenances necessary or useful and convenient for the accumulation, supply or distribution of potable water.
- 1.2.3 Specifications: The detailed description of the size, quality, performance or terms of the particulars of the potable Water System or of any water extension thereto, as developed and provided by the Authority.
- 1.2.4 Main: The Authority-owned or leased piping and appurtenances, in or along public highways and streets, or along privately owned rights-of-way, used for the transmission or distribution of potable water to its Customers.
- 1.2.5 Water Service Connection: Any potable water connection which had not previously been made or which requires a Main extension.

- 1.2.6 Authority's Service Line: The water service pipe and appurtenances extending from the Authority's Main including; the tee and/or corporation in the Main, the lateral service pipe to a point at or within three (3) feet of the curb-line of the property, Curb Stop/Valve, and the curb/valve box or otherwise designated by NPWA.
- 1.2.7 Curb Stop/Valve: The water shutoff mechanism and valve on the Service Line, owned by the Authority, and located within three (3) feet of the curb line of the property and the building to be served.
- 1.2.8 Dual Service: An Authority's Service Line that is a single line service to the Curb Stop that is specifically designated to supply domestic and fire service to an individual property.
- 1.2.9 Fire Service Line: A special Service Line designated for emergency use, specifically for fire protection systems and appurtenances that serves an individual property.
- 1.2.10 Meter: The water flow measuring device connected to the Service Line for the purpose of measuring the amount of potable water in cubic feet or gallons distributed from the Main by way of the Service Line to the user.
- 1.2.11 Applicant: A person who applies for a Water Service Connection and/or Water Service for a premises.
- 1.2.12 Consumer/Customer: Each separate property Owner and/or business, shall be a "consumer". Types of consumers include but are not limited to any person or entity who receives Water Service from the Authority.
- 1.2.13 Owner: The person who is named as the Owner of the premises in the deed of record as recorded in the County Recorder of Deeds Office.
- 1.2.14 Consumer's Service Line: That part of the Water Service pipe extending from the Authority's Service Line to the premises, excluding the meter.
- 1.2.15 Backflow-Prevention Assembly: The assembly installed on the Customer's Service line to prevent backflow, as required by the Authority for the protection of the Water System.
- 1.2.16 Cross-Connection: Any connection, direct or indirect, that physically joins a Customer's Service Line, or any piping extension thereof, to a non-potable source of water, or hazardous liquid or gas, or to a Water System other than that of the Authority.
- 1.2.17 Premise: Is a parcel of land as recorded in the County Recorder of Deeds Office that is provided water service by North Penn Water Authority.

1.3 Authority; Non-Liability

- 1.3.1 Non-Liability of Authority: Neither the Authority nor its agent shall in any event be responsible for maintenance of, or damage done by, water escaping from the Service Line or any other pipe or fixture on the outlet side of the curb box cock, and the consumer shall, at all times, comply with any Authority or other applicable governmental regulations in reference thereto and shall make any changes therein required on account of change of grade, relocation of Mains or otherwise.

- 1.3.2 Right of Authority to Interrupt Service: As necessity may arise in case of break, emergency or other unavoidable cause, or as needed for the Authority's Water System, the Authority shall have the right to temporarily interrupt service in order to make necessary repairs or connections. In such an event, the Authority will use all reasonable and practical measures to notify Consumers of the proposed discontinuance of service. The Authority shall not at any time be liable for any damage or inconvenience suffered by reason of an interruption in service, a lessening or decrease in supply or inadequate pressure due to any cause beyond reasonable control.
- 1.3.3 Inspection by Authority Employees: All Service Lines, meters and fixtures, including any and all fixtures within the premises receiving the supply of water, shall at all reasonable hours, be subject to inspection by any duly authorized employee of the Authority or its agent.
- 1.3.4 Right of Authority to Refuse Connection or to Turn Water On: The Authority reserves the right to refuse to make any connection to the Authority Water System when the new service Applicant, or the Applicant's designated agent, fails to provide to the Authority certification that the Service Line and all plumbing of a facility was constructed of lead-free materials. The Authority also reserves the right to refuse to turn water on or restore service to an existing water Customer following repairs made to said system, when the Customer fails to provide a certification that all repairs to the plumbing systems of a facility, including Service Line, were performed using lead-free materials.
- 1.3.5 Authority Not Liable for Certain Damage: The Authority shall not be liable for any damage resulting from leaks, broken pipes, or from any other cause, occurring to or within any house or building, and it is expressly agreed that no claims shall be made against the Authority for damage caused by the bursting or breaking of any Main or service pipe or of any attachment thereto. In addition, nothing contained in these Rules and Regulations shall be deemed a waiver of the Authority's statutory governmental immunity.

1.4 Supply of Water

- 1.4.1 Authority Not Liable for Deficiency or Failure in Supply of Water: The Authority shall not be liable for a deficiency or failure in the water supply when occasioned by shutting off water to make repairs, connections, or failure from any causes beyond control.
- 1.4.2 Authority Right to Reserve Supply of Water; Non-liability for Occurrences Affecting Plant or Equipment: The Authority reserves the right to reserve a sufficient supply of water at all times in its Water System to provide for public health, fire and other emergencies, and in the event of any accident or damage to any part of its works or equipment or breakdown of machinery, or bursting of any Main or any other occurrence whatsoever affecting its plant or equipment or operation thereof, shall not be liable to any Consumer of water for failure of pressure or of supply.
- 1.4.3 Authority Not Liable for Damage Resulting from Certain Causes: The Authority shall not be liable for any claim or damage arising from a shortage of water, the breaking of machinery, Mains or other facilities or any cause beyond its control.

- 1.4.4 Authority to Prohibit Use of Water for Certain Purposes: The Authority shall have the right to prohibit the use of water when, in its sole judgment, such action is necessary for the preservation of the water supply. In such event, due notice shall be given via authorized public notification approved by the Authority or PADEP. Should any Consumer fail to comply with the requirements of said notice, water service to said Consumer shall be discontinued and service shall not be restored until all costs of shutting off and turning on the water have been paid.

1.5 Matters Outside Current Rules and Regulations

- 1.5.1 The Board of Directors shall have the authority to make any and all final decisions in matters not specifically addressed in the Rules and Regulations.

Section 2: Water Service and Application Requirements

2.1 Application for Water Service

- 2.1.1 Application for Water Service: Any Owner desiring a supply of water must make a written or digital application on the form furnished by the Authority, at least one (1) week before service is required, which application must be approved by the Authority or its duly authorized agent before the water will be turned on
- 2.1.2 Certain Charges to Be Paid Before Service Furnished: No service will be furnished by the Authority to any Applicant, until all arrears for water rents, water repairs, or other charges now or heretofore incurred or owing by the Applicant shall have been paid or satisfactory arrangements for payment have been made.

2.2 Application for Service Connection

- 2.2.1 Any property Owner desiring the introduction of a Service Line or lines from the Authority Mains into the premises must first make application (written or electronic) and payment to the Authority on the form furnished by the Authority, at least three weeks before the service connection is required. All required information shall be completed on the form and properly submitted before any further processing shall be completed by the Authority.
 - 2.2.1.1 Separate applications must be made for each metered service connection, for each fire line connection and for each fire hydrant, if applicable.
- 2.2.2 Signature of Application; Effect Thereof: The application must be signed by the Owner of the premises, or the Owner's duly authorized agent which application together with the rules and regulations of the Authority shall regulate and control the service of water to such premises.
- 2.2.3 Service Connection Fees: The Authority shall collect fees from all users prior to receiving all required permits for the connection. The Schedule of Fees is attached hereto as Schedule A.
- 2.2.4 Separate Agreement for Main Extension: In the event that no Mains are available from which the required service can be rendered, the Applicant may be required to enter into a separate agreement with the Authority in order to provide the necessary Main extension. Refer to Section 6, Extension of Water Mains and Appendix B- Developer Policy Manual.
- 2.2.5 Applicant's Responsibilities, as set forth but not limited to:
 - 2.2.5.1 Fully complete that service connection application as stipulated above in 2.2.1.
 - 2.2.5.2 Provide proper signatures, as determined by application or request of the Authority.
 - 2.2.5.3 Provide payment in full for fees established by Schedule A prescribed for each individual service connection.
 - 2.2.5.4 Provide location of each connection at the property identified in the application for Authority review prior to installation by the Authority.
 - 2.2.5.5 Maintain the Customer's Service Line, as prescribed in these Rules and Regulations.

2.2.6 Authority's Responsibilities:

- 2.2.6.1 Review applications in a timely manner.
- 2.2.6.2 Establish Service Line size and kind based on information provided within the application.
- 2.2.6.3 Establish all service fees based on application and fees established in Schedule A.
- 2.2.6.4 Confirm and approve field location of service connection to be installed.
- 2.2.7 Authority Right to Defer Installation of Service Connection: The Authority reserves the right to defer the installation of service connections until such time as, in the judgment of the Authority, conditions are suitable for its expeditious and economical connections.
- 2.2.8 Installation of Private Fire Protection Service Facilities: Private fire protection service facilities will be installed at the request of a Consumer or prospective Consumer where water Main facilities are of sufficient size to permit same. Where water Mains must be extended or smaller lines increased in size to furnish service, an agreement will first have to be entered into between the Applicant and the Authority. Charges for private fire shall be established by the Authority and shall be incorporated, herein, by reference. Refer to Schedule A.

2.3 Installation and Maintenance of Service Line by the Responsible Parties

- 2.3.1 Customer's Service Line: The Customer Service Line is that part of the Water Service pipe extending from the Authority's Service Line to the premises, excluding the meter.
 - 2.3.1.1 The service line beyond the curb box shall be installed and maintained by and at the sole expense of the Owner.
 - 2.3.1.2 The Owner shall ensure that the Customer's Service Line is adequate for connection with the Authority's Service Line. If the Authority or its agents is unable to connect to the existing Customer's service line it shall be deemed unacceptable. The Authority will issue notice to the Customer to renew, reconstruct, update or repair Customer's Service Line at the Owner's expense, concurrent with the Authority's renewal reconstruction, update or repair.
 - 2.3.1.3 All leaks between curb box and the property (Customer's Service Line) must be repaired on discovery by the property Owner. The Owner shall have Seventy-Two (72) hours to make necessary repairs to or replace the leaking Service Line. At all times the Authority reserves the right to terminate service upon failure to rectify the leak or the leak is determined to cause risk to Water System operations, damage to public or private property or causes a safety hazard of any kind as determined solely by the Authority.
 - 2.3.1.4 The portion of the Customer's Service Line installed by the Owner shall meet all current plumbing and building codes for installation by all appropriate governing agencies.
 - 2.3.1.5 If any defects in workmanship or material are found by the Authority, the service shall not be turned on until such defects are remedied.
 - 2.3.1.6 No Service Line shall be laid in the same trench with any other utilities lines or wires, including but not limited to, sewer, gas service, electric or communications without the approval of the Authority or other authorized representative of the Authority.

- 2.3.1.7 All services shall be metered by the Authority.
- 2.3.1.8 The Authority shall not be liable for any damage resulting from leaks or breaks, or from any other failures in Customers piping or appurtenances occurring to or within any Consumer's property.
- 2.3.2 Authority's Service Line: The water service pipe and appurtenances extending from the Authority's Main including the tee or tap (corporation) at the water Main, the pipe from the tee or tap to a point at or near the curb line (not to exceed three (3) feet, the curb box and Curb Stop (Valve)). In the event that the Authority's Curb Stop (Valve) is located in the street, the Authority's Service Line will extend to the curb or the edge of pavement.
 - 2.3.2.1 The Authority reserves the right to restrict the supply of water in case of scarcity or whenever the public welfare may require it.
 - 2.3.2.2 The Authority does not guarantee any Consumer specific maximum or minimum water pressure.
 - 2.3.2.2.1 The Authority shall not be liable for any damage to buildings, property, piping or equipment, or liable for any injury to persons caused by excessive or inadequate water pressure.
 - 2.3.2.3 The Authority shall not be liable for any damage resulting from leaks or breaks, or from any other failures in Customer's piping occurring to or within any Consumer's property.

Section 3: Service Restrictions and Termination

3.1 Restricting Use of Water

- 3.1.1 Water to be Used Only on Premises Served: The right to use water furnished by the Authority shall be restricted to use on the premises supplied. The Owner or tenant of a premises allowing water to be used by any unauthorized person shall be sufficient grounds for the Authority to discontinue all water service.
- 3.1.2 Access to Premises Where Water Served: The Water System manager and/or any authorized agent of the Authority is hereby authorized and empowered to enter at all reasonable times into any building, or enter any premises where water is served, for the purpose of making an examination of the meter, pipes, Curb Stops and fixtures, to see whether there is any waste of water and also for turning off the water where delinquencies occur in the payment of the water rents, or for the purpose of reading meters. Any person who shall obstruct or hinder any authorized agent of the Authority in the performance of their duty shall be subject to discontinued service.
- 3.1.3 Water Conservation: During periods of Drought Emergency, as declared by the Governor of the Commonwealth of Pennsylvania and where mandatory water rationing is required, the “Drought Emergency Plan of the North Penn Water Authority,” adopted and as amended from time to time, shall be implemented by the Authority.

3.2 Discontinuance of Water

- 3.2.1 Shut Off Water Service: The Authority reserves the right at all times, after due notice, to shut off the water service for nonpayment of water bills, or for neglect or refusal to comply with the rules and regulations of the Authority. The Authority shall have the right to refuse to continue to serve delinquent premises at any time after the bills have become delinquent for more than forty-five (45) days and not to serve such premises until all delinquent bills against the same, and charges for, posting site-visits, terminating and restoring service as described in Schedule A, shall have been paid. All rentals and charges shall be a lien on the premises served, and all delinquent bills for rentals and charges shall be entered as a lien against the premises served, and such lien shall be filed and collected in the manner provided by law.
- 3.2.2 Reasons for Discontinuance of Service:
 - 3.2.2.1 Failure to make application for the use of water service.
 - 3.2.2.2 Misrepresentation in application as to property or fixtures to be supplied or the use to be made of the water supply.
 - 3.2.2.3 Use of water for any property or purpose other than described in the application.
 - 3.2.2.4 Waste of water through improper or imperfect pipes, fixtures or otherwise.
 - 3.2.2.5 Failure to maintain in good order connections, Consumer Service Lines or fixtures beyond the curb and owned by the Applicant.
 - 3.2.2.6 Altering or tampering with any service pipe, meter, curb box or seal or any appliance of the Authority.
 - 3.2.2.7 For any Cross-Connection in violation with the Authority’s Cross Connection policy or other applicable governmental regulations.
 - 3.2.2.8 Vacancy of premises.

- 3.2.2.9 Violation of any Rules or Regulations of the Authority.
- 3.2.2.10 Failure to make payments of any charges against a property. As such, the Authority may terminate any non-fire service for non-payment of a Fire Service Line to the same property.
- 3.2.2.11 Refusal of access to property for purpose of inspecting or for reading, caring for or for other unavoidable causes, or for the purpose of making necessary repairs, connections, etc. Reasonable notice will be given when practicable. In no case shall the Authority be liable for any damage or inconvenience suffered.
- 3.2.2.12 Failure to comply with mandatory water use restrictions or mandatory water conservation measures imposed by the Authority or any State or Federal Agency.
- 3.2.2.13 Failure to test and certify backflow prevention devices annually.
- 3.2.2.14 Unauthorized use of water in violation or any rules and regulations of the Authority.
- 3.2.2.15 Misrepresentation of property ownership in relation to water service.
- 3.2.2.16 Failure to maintain sufficient EDU's for consumption required by Schedule A.
- 3.2.3 Water Service Shut Off / Turn On Fees: If directed by the Owner of the premises or authorized agent and in accordance with current state statute, the Authority will shut off or turn on water service. A fee for the shut off of water shall be charged as set forth in the current Schedule A, established by the Authority; no charge will be made for turning on the water except in case of violations of the rules and regulations. There shall be a fee charged for changes in occupancy as set forth in the current Schedule A.

Section 4: Meters and Billing (Payment of Bills)

4.1 Meters

- 4.1.1 All water used by Customers of the Authority, with the exception of fire service, shall be metered. All Fire Service Lines must have a meter by-pass for leak and usage monitoring or be fully metered.
- 4.1.2 Costs: The cost of all meters shall be borne by the Applicant. Meter costs are determined by Schedule A, established by the Authority.
- 4.1.3 Size: The Authority shall determine the proper size of meter based on Service Line size and flow data to be supplied by the Customer.
- 4.1.4 Ownership and Maintenance: The Authority will furnish all meters for normal service. All meters will be maintained and replaced by the Authority so far as ordinary wear and tear is concerned. The Authority shall maintain all Ownership and rights to the meters as set forth in this document.
- 4.1.5 Location: The Authority will determine the location for all meters and meter pits.
- 4.1.6 Damage, Removal, Tampering or Loss: The Owner will be held responsible for maintenance and replacement costs in the case of meters damaged including but not limited to; freezing, hot water, negligence, damage or carelessness, meter removal that interrupts the normal meter reading process including lost sales, or the loss of said meter.
 - 4.1.6.1 No meter seal placed by the Authority shall be tampered with or defaced. It shall not be broken except upon authorization from the Authority. Where the seal is broken, the Authority reserves the right to remove the meter for test at the expense of the Customer. It is a violation of the Pennsylvania Crimes Code (18 Pa. C.S.A. § 3926), to break or deface the seal of, or otherwise damage a water meter or appurtenance related thereto.
- 4.1.7 Meter Pits and Vaults: All meter pits and vaults shall be owned and maintained by the Customer as part of the Customer's Service Line. Meter pits and/or vaults shall be installed as follows:
 - 4.1.7.1 All new water services shall be required to be metered outside of the building in a meter pit or meter vault.
 - 4.1.7.2 The location of the meter box/pit/vault shall be subject to the express approval of the Authority.
 - 4.1.7.3 Meter pits may be installed on service renewals at the Authority's cost and at the Authority's sole discretion. All material shall comply with NPWA specifications. Type K copper is required to be utilized for lines running to the meter pit, while any NSF61 compliant materials permitted for lines running to the building.
 - 4.1.7.4 All design and/or Specifications for meter pits and vaults shall adhere to current design Specifications set forth by the Authority. If for any reason designs of vaults or pits are not satisfied by current details and/or Specifications, the Authority has sole authority to design a new vault for any application of service that is required.
 - 4.1.7.5 The cost of meter pits and/or vaults shall be borne by the Applicant, as detailed in Schedule A.

- 4.1.8 Installation: Meters set within meter pits or vaults shall be installed as described by the Authority's standard meter pit and vault installation Specifications. Meters currently installed within properties shall remain unless deemed inaccessible by the Authority. At such time, the Consumer shall be responsible to provide access or the installation of a meter pit will be installed at the Consumer's cost.
- 4.1.9 Access: The Consumer shall be responsible for arranging the access to the property by the meter reader/meter technician. The Authority reserves the right to disconnect service to any Customer who refuses or persistently neglects to arrange for access for the Authority.
- 4.1.10 Access Obligations: Consumer shall be responsible for ensuring no obstructions shall prevent or deter access to any meter pit, meter vault, meter or any other appurtenance related to or owned by the Authority. This includes any obstruction to meter access, either internal to a building or if in a meter pit or vault. These obstruction include, but are not limited to, walls, beams, appliances, trees, shrubs, landscaping, bollards, and fencing. The Consumer shall be responsible for removal of and restoration to allow access to said facilities, including all expenses to complete said access.

4.2 Meter Reading and Billing

- 4.2.1 All service connections and account billing shall be issued to the property Owner for each parcel. As such, new accounts will not be in the name of tenants, renters, boarders, property managers and lessees.
- 4.2.2 Reading Schedule: The Authority will read its meters as regularly scheduled as possible. The Authority has divided all Consumers into four billing sections. The meters for one section shall be read monthly and the other sections shall be read quarterly, in rotation.
- 4.2.2.1 Bills will be rendered as soon as practicable following reading of meters and are payable immediately upon receipt thereof at the Authority's principal office or through Authority approved payment options.
- 4.2.2.2 The Authority reserves the right to place Customers in any billing section at its sole discretion.
- 4.2.3 Tests on Request of Property Owner or Consumer: At the written request of an Owner or a Consumer, the Authority will make a test of the accuracy of the meter supplying the premises. A fee as described in Schedule A will be required before the meter is tested, which sum will be returned if the meter is found to be registering not consistent with AWWA standards; otherwise, the fee will be retained by the Authority to cover the cost of the test.
- 4.2.4 Authority Rights: The Authority reserves the right to test or replace any meter when deemed necessary.

- 4.2.5 Estimation of Bills Where Access to Meter Not Gained: In the event that scheduled reading of meters cannot be obtained because of inability to gain access to the meter location, the Authority reserves the right to estimate the amount of the bill. The bills so determined shall have the same force and effect as if the meter had been read and shall be paid in accordance with the terms of the applicable schedule. The bills so rendered may be subject to review in the case of unusual circumstances reported by the Consumer or wherever irregularity in use is readily apparent to the Authority; provided however, that the Authority is under no obligation to make such adjustments when the reported discrepancies are not readily apparent.
- 4.2.6 Penalty Added to Delinquent Bills: Bills not paid within fifteen (15) days following the designated due date will be subject to a ten percent (10%) penalty.
- 4.2.7 Discontinuance of Service; Lien of Delinquent Water Rates and Charges: If the above water charges are not paid when due, there shall be charged a penalty established in Schedule A. The Authority shall have the right to refuse to continue to serve delinquent premises at any time after the bills have become delinquent for more than forty five (45) days and not to serve such premises until all delinquent bills against the same, and charges for terminating and restoring service as described in Schedule A most recently adopted, shall have been paid. All rentals and charges shall be a lien on the premises served, and such lien shall be filed and collected in the manner provided by law for the filing and collection of municipal.
- 4.2.8 Special Payment Agreement (SPA): Each Consumer shall be allowed one Special Payment Agreement "SPA" that is satisfactory to the Authority, to assist Customers in becoming current with all charges. Failure to comply with the SPA, is the same as neglecting to make payments of any charges for water service.

Section 5: Fire Services and Other Special Uses

5.1 Fire Services

- 5.1.1 Non-Liability of Authority: Whenever Authority facilities are capable, in the opinion of the Authority, of providing fire protection and whenever proper application has been made by a municipality or a property Owner, the Authority shall be willing to make such fire services available. The Authority does not assume any liability as insurer for property or persons. In the event of a fire, a Customer receiving fire services will not be entitled to any service, pressure, capacity or facility other than that available at the time. The Authority shall not be liable for any damage or injury to any persons or property by reason of fire, water, failure to supply water or pressure or capacity due to any cause beyond the reasonable control of the Authority.
- 5.1.2 Public Hydrants:
- 5.1.2.1 Ownership of Public Hydrants: All fire hydrants, which are connected directly to the Authority Mains and designated as public, shall be owned and maintained by the Authority.
- 5.1.2.2 Use of Public Hydrants:
- 5.1.2.2.1 Public Fire Hydrants shall only be operated for fires or other emergency situations.
- 5.1.2.2.2 All persons, except authorized representatives of the Authority, are forbidden to open any fire hydrant or to use any water therefrom for any purpose. This prohibition shall not apply to the opening of fire hydrants and the use of water therefrom in case of fire, by fire companies, or for hydrant testing. Such testing shall be made only under the supervision of an authorized representative of the Authority.
- 5.1.2.2.3 Except for Emergency Use, only persons authorized by the Authority shall take water from any fire hydrant. No fire hydrant shall be used for any other purpose, except with the written approval and consent of the Authority. Should any person use water for any purpose other than for emergency use or approved testing, then that person shall pay for the gallons of water used or estimated to be used, in accordance with the rates as published or filed at the time of use.
- 5.1.3 Private Hydrants:
- 5.1.3.1 Designation of Private Hydrant: A fire hydrant may be designated as a private fire hydrant when such hydrant provides fire protection to one premises and is attached to a Fire Service Line after the Backflow Prevention Assembly, per the Authority's approved plan.
- 5.1.3.2 Ownership of Private Hydrants: All fire hydrants which are designated as private hydrants shall be owned and maintained by the entity requesting the hydrant or Fire Service Line.
- 5.1.3.3 Hydrant Charges: Any private fire hydrant shall be considered as a Fire Service Line and shall be charged as part of requirements set forth in Schedule A.
- 5.1.4 Fire Service Lines:

- 5.1.4.1 Fire Service Lines: Whenever any property Owner desires a Fire Service Line for sprinkler fire protection, a private fire hydrant, or any other fire apparatus, such Owner shall make proper application to the Authority. The Authority will make such service available upon full payment of all required fees set forth in Schedule A. See Section 2 for application requirements.
- 5.1.4.1.1 All Fire Service Lines must be metered by the Authority, meet all current backflow requirements, and equipment must meet current standards.
- 5.1.4.1.2 If any fire service line is not directly or indirectly metered, the Customer shall be responsible for providing for the ability to meter said service line by the Authority.
- 5.1.4.2 Authority Approval of Fire Service Design and System Requirements: Based on a properly completed application and plan, the Authority reserves the right to approve or reject Fire Service Lines for any reason that the Authority views as detrimental to the Water System.
- 5.1.4.2.1 In no event will the Authority allow a connection that would jeopardize the fire protection of other Consumers connected to the system.
- 5.1.4.2.2 No sprinkler system shall be designed to reduce the water pressure in the NPWA distribution system below 25 pounds per square inch (psi) under normal operating conditions. All fire pumps must be designed with pressure sustaining valves to maintain a minimum of 25 psi in the NPWA distribution system, unless approved by the Authority.
- 5.1.4.2.3 All Backflow Prevention Assembly shall meet the Authority's requirements and in turn be approved by the Authority.
- 5.1.4.2.4 If an Applicant desires both private Fire Service Line and domestic water connection/service to a certain premises, the Authority requires that such water service be provided by means of two independent Service Lines to its Water System.
- 5.1.4.3 Installation of Fire Service Line:
- 5.1.4.3.1 The Authority shall be responsible for the installation and maintenance of the line between the Main and the curb line or valve box, only after all fees, permits and design approvals have been obtained or acquired by the Authority.
- 5.1.4.3.2 The installation and maintenance of the Fire Service Line between the curb (and meter vault, if applicable) and the Consumer's building shall be the responsibility of the Consumer.
- 5.1.4.3.3 The installation of the Fire Service Line must be made in accordance with the Authority's Specifications, and under the inspection of the Authority Engineer.

5.1.4.4 Use of Fire Service Lines:

5.1.4.4.1 Approved Uses: Fire Service Lines shall only be used in an emergency situation (i.e. fire) or for proper testing, as required by regulation. Such testing shall be completed only under the supervision of an authorized agent of the Authority and must be scheduled at least 48 hours ahead of time. Failure to schedule shall forfeit the gratis nature to use water for testing and result in the imposition of unauthorized testing fees specified in Schedule A.

5.1.4.4.2 Non-Approved Uses: Use of water from the sprinkler system for plant use, lawn sprinkling, or for any other purpose whatsoever, without the permission in writing from the Authority, is forbidden except in case of fire and for testing purposes.

5.1.4.5 Fire Service Line Charges:

5.1.4.5.1 Purpose of Fire Service Line (Sprinkler) Charge: The Consumer understands that fire protection charges are mainly a compensation for “standing ready to serve”. The use of water is not contemplated except for the actual extinguishing of fires or for testing fire hydrants, systems, and apparatuses. Such testing shall not be done without first notifying officials of the Authority. If used otherwise, a consumption charge in accordance with Schedule A will be imposed.

5.1.4.5.2 Unauthorized Use Charges: Owner will be responsible for any consumption of water caused by unauthorized use or leakage. The Authority shall charge all water consumption on Fire Service Lines at the current retail rate as detailed in Schedule A. In the event of emergency use or properly approved testing, such flows shall be waived and will not be charged for consumption.

5.1.4.5.2.1 Unauthorized Testing Fee: Failure to schedule authorized Fire Service Line testing shall result in a penalty to the Consumer as stipulated in Schedule A.

5.1.4.5.2.2 Consistent Use Fee: If it is determined that use on a Fire Service Line is from a leak or other unauthorized use, the Consumer shall be notified and have thirty (30) days to eliminate said usage. Failure to eliminate this usage shall result in the Consistent Use Fee as detailed in Schedule A. The Consistent Use Fee is separate and above the consumption charges. At any time, the Authority may deem this usage as detrimental to the Water System and may discontinue service at any time. This fee will be issued annually, if the situation is not rectified.

5.2 Backflow Prevention and Cross Connections

5.2.1 Cross Connection Plan: Cross connections shall not be allowed for any reason. No connections shall be made between pipes or containers carrying water supplied by the Authority, this includes pipes or containers carrying water from any other source, in accordance with the Authority’s Cross Connection Plan.

5.2.2 The Customer shall be responsible for all testing requirements set forth in the Authority’s Cross Connection Plan.

5.2.3 Backflow Prevention Assembly: All Service Lines, both permanent and/or temporary, shall have proper backflow prevention devices, in accordance with the Authority's Cross Connection Plan.

5.2.3.1 All new and existing non-residential Customers shall install a metered testable Backflow Prevention Assembly approved by the Authority. The cost of furnishing and installation of the assembly shall be the Customer's responsibility. The Customer shall retain Ownership of the assembly.

5.2.3.2 All new residential customers shall install a backflow prevention device which shall be provided by the Customer as per the Authority's meter pit Specifications.

Section 6: Extension of Water Mains

6.1 Main Extension Requirements

- 6.1.1 Any entity desiring a residential Water Service Connection to an existing main shall complete an Application for Water Service and submit it to the Authority in accordance with Section 2 – Application for Water Service.
- 6.1.2 Commercial, industrial, multi-family, or subdivision projects must be submitted to the Authority Engineering Department in accordance with Appendix B – Developers Policy Manual, latest revision. Complex projects shall be submitted to the Authority early in the land development process while the project is before the local planning commission.
- 6.1.3 The Engineering Department will review and determine if a Main extension is needed, any easements required, and if there are any special terms or conditions necessary for Water Service. The Authority will provide a determination to the Applicant and the local municipality as to the nature of the Water Service to be provided and provide the appropriate “will serve” letter as required. This process is described more fully in Appendix B.
- 6.1.4 The Applicant shall initiate the Main extension process by filling out the Application for Capacity form and providing all required information needed for the Main Extension Agreement including furnishing a complete set of plans for the project in AutoCAD format.
- 6.1.5 Applicants must comply with all terms and conditions of the Main Extension Agreement, pay all applicable fees and deposits, and receive approval of the NPWA Board of Directors. Fees are as dictated by Appendix A–Schedule “A”, latest revision. The Applicant shall establish an escrow (“Deposit”) to cover all ancillary costs associated and incurred by NPWA to cover the costs associated with project management, construction and closeout.
- 6.1.6 The Authority will design and engineer all improvements to be owned by the Authority. Design requirements are outlined and more fully described in Appendix B.
- 6.1.7 Once the design of the project is finalized, NPWA will furnish the drawings to the Applicant for the purpose of developing a construction cost estimate. The Applicant will provide its contractor cost estimate and the Authority will begin drafting the Main Extension Agreement
- 6.1.8 The project will be presented to the NPWA Board for review and tentative approval once the Fire Marshal has reviewed and approved hydrant locations.
- 6.1.9 The Applicant must execute the Main Extension Agreement, for the Board to grant final approval and must provide all deposits and fees to be paid, and the appropriate financial security, prior to the start of any water system construction.
- 6.1.10 The Authority will observe and inspect all construction to ensure all assets are built in accordance with Appendix B, terms and conditions of the Main Extension Agreement and in accordance with all Rules and Regulations and DEP standards. Assets to be owned by the Authority will be dedicated over and easements executed, if necessary as part of the project closeout process.
- 6.1.11 Any remaining monies in the Deposit will be returned to the applicant after the 18 month maintenance period prior to formal project closeout.

Section 7: Miscellaneous

7.1 Violations and Penalties

- 7.1.1 Unauthorized use and/or operation of the Authority's Water System is prohibited in any manner and is subject to the Authority's penalties and fees as set forth in Schedule A. The application of these penalties shall in no way affect the enforceability of pertinent government statutes, ordinances, or regulations for the same offenses.

7.2 Waiver

- 7.2.1 The Authority retains the right to waive provisions of these rules and regulations, solely at its discretion. The waiver provision in one circumstance does not obligate the Authority to waive the same provision under similar circumstances at another time. The act of waiving a provision one time shall not be interpreted to compromise the Authority's position in applying that provision at any time before or after such waiver.

7.3 Lead Materials Prohibited in the Repair or Construction of Plumbing Systems

- 7.3.1 In accordance with the Pennsylvania Plumbing System Lead Ban and Notification Act of 1989 and all subsequent amendments, the use of lead-containing materials in the repair or construction of any plumbing system in a new or existing residential and non-residential facility is prohibited. All materials used in the repair or construction of plumbing systems must be lead-free. Lead-free materials include, but are not limited to, pipes and fittings containing not more than eight percent (8%) lead, and solders and flux containing not more than 0.2% lead. In order for any new facility to be connected to the North Penn Water Authority Water System, the Owner or the Owner's agent, such as the building contractor or plumber, must certify to the Authority that the plumbing system of that facility has been constructed using lead-free materials. Whenever water service has been turned off to an existing facility for the purpose of performing repairs to that system, the Owner of that facility or the Owner's agent, such as a building contractor or plumber, shall certify to the Authority that all repairs were performed using lead-free materials only, prior to the restoration of water service to that facility.

7.4 Determination of Responsibility for Leaks

- 7.4.1 When the location of a leak is not readily apparent, upon request of the property Owner, the Authority will open the line in and about the curb box for the purpose of determining responsibility. The Authority shall assume the costs of work incidental thereto if it is found that the leak is located between the curb box and Main.

7.5 Liens

- 7.5.1 The Authority may file liens for any amount due with respect to any and all fees, penalties, or charges set forth by Schedule A that are not paid within established time parameters.
- 7.5.1.1 All filing, administration, and receipt costs and charges of such liens shall be borne by the Property Owner as stipulated in Schedule A.

7.5.1.2 In addition to filing and enforcement on liens, the Authority may take any other legal action to enforce payment of delinquent bills.

7.6 Equivalent Dwelling Units (EDU's)

7.6.1 One (1) EDU shall equal a single-family unit for the basis of determining tapping fees.

7.6.2 Tapping fees are comprised of the following:

7.6.2.1 Capacity Fee: The fee includes the cost of wells, treatment facilities, transmission lines, pumping and storage facilities. Capacity Fees are detailed in the current Schedule A

7.6.2.2 Distribution Fee: The fee includes the cost of the distribution Mains and appurtenances and booster stations. Distribution Fees are detailed in the current Schedule A.

7.6.3 As per Pennsylvania Act 57 of 2003 the gallons per EDU is based on the average residential water consumption per residential Customer. The equivalent gallons per day for One (1) EDU is designated in Schedule A.

7.6.4 The Authority reserves the right at any time to evaluate purchased EDUs versus Gallons Per Day of consumption, if a Customer exceeds their purchased EDU level the Authority has the right to require that the Customer purchase the additional EDUs at the then current price.

7.6.4.1 Standard analysis for EDU calculations shall be based on average gallons per day of consumption over a consecutive twelve (12) month period.

7.6.5 NPWA has no requirement or obligation to return unused EDUs.

7.6.6 Failure to timely pay for EDU charges may result in the termination of service.